ESTOPPEL—INTERESTS AFTER ACQUIRED—QUIT CLAIM DEEDS.—By a deed containing a covenant warranting and defending the promises against the lawful claims and demands of all persons, plaintiff conveyed "all of my entire interest" of certain land to X, under whom the defendant claims. At the time this conveyance was executed the plaintiff had no interest in the land, but subsequently acquired an undivided interest under his mother's will. He thereupon brought suit to be let into possession of his estate as tenant in common with the defendant. *Held,* plaintiff was estopped by his covenant of warranty from claiming any interest in the land as devisee of his mother. *Baker* v. *Austin,* (N. C., 1917), 93 S. E. 949.

As a general rule, if a grantor having no title, a defective title, or an estate less than that which he assumes to grant, conveys with warranty, and subsequently acquires the title or estate which he purported to convey, or perfects his title, such after-acquired or perfected title will inure to the grantee by way of estoppel. RAWLE, COVS. FOR TITLE (5th ed.), Ch. 11. The application of this rule to conveyances of the grantor's "right, title, and interest," protected by covenants of warranty, has presented a perplexing problem to the courts. In some cases, the phrase "said premises" or similar expressions ordinarily used in covenants of warranty, have been construed to mean the lands previously described. BIGELOW, ESTOPPEL, (6th ed.) 438; *Jones* v. *King,* 25 Ill. 334; *Loomis* v. *Bedel,* 11 N. H. 74; *Bayley* v. *McCoy,* 8 Ore. 259; *Blackwell* v. *Harrelson,* 99 S. C. 264; *Mills* v. *Catlin,* 22 Vt. 98. In such instances, as in the present case, any interest which the grantor may subsequently acquire will inure to the benefit of the grantee. On the other hand, many courts have held that such expressions as "said premises" in covenants of warranty are limited to the restricted estate conveyed, that is, to the interest which the grantor had at the time; and that no subsequently acquired title could inure to the benefit of the grantee. *Kimball* v. *Semple,* 25 Cal. 441; *Young* v. *Clippinger,* 14 Kan. 148; *Hill* v. *Coburn,* 105 Me. 437; *Sweet* v. *Brown,* 12 Metc. 175; *Hull's Adm'r.* v. *Hull's Heirs,* 35 W. Va. 155; *Hanrick* v. *Patrick,* 119 U. S. 156. Such was also the holding in the recently decided case of *Southern Pac. Co.* v. *Dore et al.,* (Dist. Ct. of App., 1st Dist. Cal., 1917), 168 Pac. 147. See DEVLIN, DEEDS, Ed. 3, § 27; BREWSTER, CONVEYANCING, § 207; BIGELOW, ESTOPPEL, (6th ed.) 435. Under the construction adopted in these last mentioned cases, if a grantor has no title at the time he executes the conveyance, the covenant of warranty is valueless at a time when it is most needed. Such a result should cast some doubt on the wisdom of adopting that construction.

EXTRADITION—"FUGITIVE FROM JUSTICE."—In proceedings under a petition for a writ of *habeas corpus,* it appeared that the petitioner had been arrested in the State of Texas for an offense there committed, had, with permission of the Texas authorities, been taken on process under extradition to the State of California, there to answer to a charge of having committed a crime, had been freed of the latter charge, and had again been taken into custody, under a warrant of rendition issued by the Governor of California upon a requisition made by the Governor of Texas. *Held,* that